

Exhibit

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CONTRACT FOR SERVICES

This Contract for Services is made effective as of November 21st, 2017, by and between Four Star Greenhouse, Inc. of 1015 Indian Trail Road, Carleton, Michigan 48117, and Vasquez Citrus & Hauling, Inc. of 70 Harrison Road, Lake Placid, Florida 33852.

1. DESCRIPTION OF SERVICES. Beginning on December 11, 2017, Vasquez Citrus & Hauling, Inc. will provide Four Star Greenhouse, Inc. the following services (collectively, the "Services"):

Vasquez Citrus & Hauling, Inc. will be hired as an independent contractor to provide contract labor to accommodate Four Star Greenhouse, Inc. in their Nursery and Greenhouse operations. Vasquez Citrus & Hauling, Inc. agrees to comply with Federal and State laws and regulations in all aspects of the business operation. Vasquez Citrus & Hauling, Inc. will provide adequate Workers' Compensation, Automobile and General Liability Insurance and provide proof of coverage upon request by Four Star Greenhouse, Inc. Specifically, but without limitation, Vasquez Citrus & Hauling, Inc. agrees to comply with the Migrant and Seasonal Agricultural Worker Protection Act, the Fair Labor Standards Act, and the Immigration Reform and Control Act of 1986. Vasquez Citrus & Hauling, Inc. agrees to provide all notices and information required by State or Federal law or regulations. Furthermore, Vasquez Citrus & Hauling, Inc. will solely be responsible for the inbound and outbound transportation, and approved housing of the workers as well as for the daily commute between the living quarters and the worksite where the work will be performed.

Vasquez Citrus & Hauling, Inc. will instruct each contract laborer it provides to comply with all rules, regulations, policies and procedures of Four Star Greenhouse, Inc.

No Joint Employer Relationship. Nothing in this Agreement shall operate or be construed as making Four Star Greenhouse, Inc. and Vasquez Citrus & Hauling, Inc. either partners, joint ventures, principals, joint employers, fiduciaries, agents or employees of the other. The relationship between Four Star Greenhouse, Inc. and Vasquez Citrus & Hauling, Inc. will be that of an independent contractor relationship. Neither Party will have any right, power, or authority, express or implied, to bind the other. Vasquez Citrus & Hauling, Inc. is solely responsible for the transportation and housing for its contract laborers. Vasquez Citrus & Hauling, Inc. agrees to indemnify and hold harmless Four Star Greenhouse, Inc. for any failure on the part of Vasquez Citrus & Hauling, Inc. to abide by the requirements of the Migrant and Seasonal Agricultural Worker Protection Act.

2. PAYMENT. Payment shall be made to Vasquez Citrus & Hauling, Inc., 70 Harrison Rd., Lake Placid, Florida 33852.

Four Star Greenhouse, Inc. agrees to pay Vasquez Citrus & Hauling, Inc. as follows:

Four Star Greenhouse, Inc. will pay Vasquez Citrus & Hauling, Inc. an hourly rate of \$15.44 per hour for services provided by its contract laborers. This rate is subject to change and may be adjusted to an agreed rate between Four Star Greenhouse, Inc. and Vasquez Citrus & Hauling, Inc. in the event that The Adverse Effect Wage Rate (AWER) is adjusted as published in the Federal Register. The hourly rate charged to Four Star Greenhouse, Inc. will cover all expenses Vasquez Citrus & Hauling, Inc. will incur to supply the contract labor. Services will be paid weekly upon receipt of the invoice that Vasquez Citrus & Hauling, Inc. will submit to Four Star Greenhouse, Inc. upon completion of the pay period. The pay period for Vasquez Citrus and Hauling, Inc. begins on Sunday and ends on Saturday. Employees are paid

on Friday. On a weekly basis Vasquez Citrus & Hauling, Inc. will provide Four Star Greenhouse, Inc. a copy of the worker timesheets as well as a copy of the payroll register for the pay period detailing the hours worked and any allowable deductions.

If Four Star Greenhouse, Inc. fails to pay for the Services when due, Vasquez Citrus & Hauling, Inc. has the option to treat such failure to pay as a material breach of this Contract, and may follow the steps outlined in sections 6, 7, and 9 of this agreement.

3. TERM. This Contract will terminate automatically on July 30, 2018.

4. CONFIDENTIALITY. Vasquez Citrus & Hauling, Inc., and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Vasquez Citrus & Hauling, Inc., or divulge, disclose, or communicate in any manner, any information that is confidential to Four Star Greenhouse, Inc. Vasquez Citrus & Hauling, Inc. and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Four Star Greenhouse, Inc. of these confidentiality obligations which allows Vasquez Citrus & Hauling, Inc. to disclose Four Star Greenhouse, Inc. confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Vasquez Citrus & Hauling, Inc. will return to Four Star Greenhouse, Inc. all records, notes, documentation and other items that were used, created, or controlled by Vasquez Citrus & Hauling, Inc. during the term of this Contract.

5. WARRANTY. Vasquez Citrus & Hauling, Inc. is experienced in providing and managing contract labor services in agricultural operations. Vasquez Citrus & Hauling, Inc. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Vasquez Citrus & Hauling, Inc.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Vasquez Citrus & Hauling, Inc. on similar projects.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The failure to provide the required number of contract laborers or contract labor hours.
- c. The failure of the contract laborers to comply with Four Star Greenhouse, Inc.'s policies.
- d. The insolvency or bankruptcy of either party.
- e. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- f. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties.

10. INDEMNITY. Vasquez Citrus & Hauling, Inc. agrees to indemnify and hold harmless and defend Four Star Greenhouse, Inc., its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Vasquez Citrus & Hauling, Inc. which result or rise out of:

1. Any claimed act or omission by Vasquez Citrus & Hauling, Inc. or any of its directors, officers, employees, or agents pertaining to services under the Agreement, including but not limited to, gross negligence or willful misconduct.

2. Claims made by or losses or damages awarded based on claims by employees, laborers or agents of Vasquez Citrus & Hauling, Inc. as a result of or in connection with the performance of services under the Agreement, to the extent such claims are not the result of any act or omission of Four Star Greenhouse, Inc..

3. Any breach or violation by Vasquez Citrus & Hauling, Inc. of the terms of this Agreement.

4. Any liability, assessment, interest, penalties, costs and expenses incurred by Four Star Greenhouse, Inc., as a result of a claim that persons supplied by Vasquez Citrus & Hauling, Inc. to perform services under this Agreement are employees of Four Star Greenhouse, Inc. and not independent contractors of Four Star Greenhouse, Inc., including, without limitation, obligations with respect to compensation or benefits, employment taxes, workers' compensation, unemployment compensation, or discrimination.

Four Star Greenhouse, Inc. agrees to indemnify and hold harmless and defend Vasquez Citrus & Hauling, Inc., its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by Four Star Greenhouse, Inc., which result or rise out of:

1. Any claimed act or omission by Four Star Greenhouse, Inc. or any of its directors, officers, employees, or agents pertaining to services under the Agreement, including but not limited to, gross negligence or willful misconduct.

2. Claims made by or losses or damages awarded based on claims by employees or agents of Four Star Greenhouse, Inc. as a result of or in connection with the performance of services under the Agreement, to the extent such claims are not the result of any act or omission of Vasquez Citrus & Hauling, Inc.

3. Any breach or violation by Four Star Greenhouse, Inc. of the terms of this Agreement.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Michigan. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan, without giving effect to any choice-of-law or conflict-of-law principle that would cause the application of the substantive law of any jurisdiction other than Michigan. The parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state or federal court located in Monroe County, Michigan; further, the parties hereby consent and submit to the personal jurisdiction and venue of such courts located in Monroe County, Michigan.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Thomas J. Smith, President for Four Star Greenhouse, Inc., and Juan Vasquez, President for Vasquez Citrus & Hauling, Inc., effective as of the date first above written.

Service Recipient:

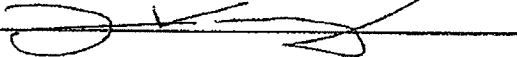
Four Star Greenhouse, Inc.

By: 

Thomas J. Smith

Service Provider:

Vasquez Citrus & Hauling, Inc.

By: 

Juan Vasquez